

Nathan Ochsner, Clerk

“The court may issue a preliminary injunction or a temporary restraining order only if the movant gives security in an amount that the court considers proper to pay the costs and damages

sustained by any party found to have been wrongfully enjoined or restrained.” Fed. R. Civ. P. 65(c). “A party injured by the issuance of an injunction later determined to be erroneous has no action for damages in the absence of a bond.” *W.R. Grace & Co. v. Loc. Union 759, Int’l Union of United Rubber, Cork, Linoleum & Plastic Workers of Am.*, 461 U.S. 757, 770 n.14 (1983).

The plaintiffs argued that they are entitled to release of the bond because the TRO has expired and “no claims hav[e] been made against the bond[,]” (Docket Entry No. 115 at 2), citing Federal Rule 65.1. But Rule 65.1 does not provide the standard for release of a bond obligation, let alone the basis that plaintiffs urge. Fed. R. Civ. P. 65.1. The defendants are correct that they cannot yet file a motion for wrongful injunction against the bond because there has been no final determination regarding the injunction in this case. Until such final judgment is entered, and the defendants have had the opportunity to move for wrongful injunction if applicable, the TRO and preliminary injunction bonds cannot be released.

The motion for release of the TRO bond obligation, (Docket Entry No. 115) is denied on the present record.

SIGNED on February 26, 2024, at Houston, Texas.

A handwritten signature in black ink, appearing to read "Lee H. Rosenthal", written in a cursive style.

Lee H. Rosenthal
United States District Judge